

# Help to Grow

Sell more with less effort.

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**This Schedule is supplemental to the Agreement and will apply to customers who have purchased a subscription for the Services via the Help to Grow Scheme, as defined below.**

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## **1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings:

|                                       |   |
|---------------------------------------|---|
| <b>BEIS</b>                           | the Secretary for State for Business, Energy and Industrial Strategy.   |
| <b>Eligible Software</b>              | Software which has been approved by BEIS as meeting the Software Eligibility Criteria, more specifically  |
| <b>Product</b>                        | Comgem Standard, Comgem Plus and Comgem Professional  |
| <b>Help to Grow Scheme and Scheme</b> | the Scheme offering you a Grant Token worth up to £5,000 to cover up to half the cost of the Services.  |
| <b>Initial Period</b>                 | the initial term for the Eligible Software Product to which the Grant Token relates which shall be unless otherwise specified a period of 12 months (excluding any free trial period but including any discount period).  |
| <b>Grant Token</b>                    | the grant token issued to you by the Scheme Administrator by way of the offer of a particular amount of grant funding for the purchase of Eligible Software Products.   |
| <b>Grant Token Expiry Date</b>        | the date of expiry specified by BEIS or the Scheme Administrator or stated on the Token.  |
| <b>Registered</b>                     | being registered by the Scheme Administrator and being permitted to participate in the Help to Grow Scheme.   |
| <b>Scheme Administrator</b>           | the contractor appointed by BEIS to administer the Scheme from time to time and notified to us and you by BEIS.   |
| <b>SME Terms and Conditions</b>       | the relevant terms and conditions which apply to you under the Help to Grow Scheme from time to time.   |
| <b>Your Default</b>                   | any of the following: (i) a breach of this Agreement and/or SME Terms and Conditions by you; (iii) any fraud by you; (iv) a failure on your part, within the specified period on the Grant Token after the Grant Token has become redeemable, to take the steps you need to take under the SME Terms and Conditions in order to redeem the Grant Token. |

## **2. Grant Token**

2.1 If at any time prior to delivery of the Eligible Software Product, we cease to be Registered or the Eligible Software Product ceases to be eligible, you will have a right to cancel the Agreement on a no liability basis (such that you are not required to make any payment to the us in respect of the relevant Eligible Software Product) and we will provide for the return of any deposit or part payment made by you to us in respect of the Eligible Software Product.

2.2 You are not required to redeem your Grant Token unless and until, prior to the relevant Grant Token Expiry Date, the Grant Token has become redeemable in accordance with the Help to Grow Scheme.

2.3 If we accept any Grant Token which has expired before its redemption or has otherwise been cancelled and/or in respect of which payment of any grant funding in connection with the Grant Token is withheld, in each case for any reason other than due to Your Default (as defined in the following paragraph), the risk of that expiry, cancellation, withholding or clawback is to be borne by us alone and you will not be required to make any additional payment to us in respect of the resulting shortfall in what we will have been paid for the Eligible Software Product.

2.4 Except where Your Default has caused your Grant Token to be cancelled and/or payment of the grant funding covered by that Grant Token to be rescinded, you will not be required to make any payment to us (whether before or after delivery of Eligible Software Products) in respect of the relevant costs covered by the value of the Grant Token which were, or were due to be, covered by the relevant grant funding.

2.5 You will be entitled to funding for the Eligible Software Product for the Initial Period. Without prejudice to Clause 2 of this Agreement, we reserve the right to recover any sums paid to us by BEIS from you in connection with the Grant Token for any Eligible Software Product which is recovered from us by BEIS as a result of your cancellation of this Agreement during the Initial Period.

2.6 The Grant Token will not cover VAT and you will be liable for payment of VAT on the full value of the Eligible Software Product.

### **3. Exclusions**

3.1 The following exclusions will apply under the Scheme.

3.1.1 The Grant Token will only apply to the Eligible Software Product and not to any other ineligible products being procured from us at the same time as the Eligible Software Product.

3.1.2 The Grant Token cannot be redeemed against products developed by partners or independent solution vendors intended to work with the Services and sold as integrated components or via an app store or marketplace.

3.1.3 The Grant Token cannot be redeemed against multiple Eligible Software Products.

3.2 The Grant Token will not cover:

3.2.1 Any implementation (custom development, design, assisted onboarding) services, any separate one-off payments; transaction costs, professional services beyond what it is included in the Agreement as standard, or infrastructure costs.

3.2.2 Any support and maintenance beyond what is included in the Agreement as standard, training beyond what it is included in the Agreement as standard, or application management services provided by us or a third-party to support system administration and overall operational support and management of the product.

3.2.3 Any Upgrades, extensions to the standard capacity limitations, back-up and recovery tools or services related to customer data management if the back-up and recovery services by us would be providing as part of delivering their cloud-based service does not include customer data, or business continuity or disaster recovery solutions.

### **4. Free trials**

Any free trial period granted to you by us will not count towards the Initial Period. Any product which is eligible for a free trial period must be selected via the Help to Grow: Digital Platform, in

order for the Grant Token to be processed in accordance with this Agreement and any relevant Terms and Conditions.

## **5. Data**

We are permitted to share all information we have obtained from you with BEIS (and/or the Scheme Administrator) where necessary for the purposes of administering the Scheme and/or to report on any fraudulent activity. BEIS and the Scheme Administrator undertake to use and process your information provided by us in accordance with its obligations under the Data Protection Legislation and/or its privacy notice.